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Fred R. Gruen, Esq.
and

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One Gateway Center
Newark, New Jersey 07108
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Richard B. Honig, Esq.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re
BAYONNE MEDICAL CENTER,
Debtor.

Chapter 11
Bankr. Case No. 07-15195 (MS)

BAYONNE MEDICAL CENTER, Debtor
and Debtor-in-Possession; and ALLEN D.
WILEN, in his Capacity as Liquidating
Trustee and Estate Representative for the
Estate of Debtor, Bayonne Medical Center,

Adv. No. 09-1689

Plaintiffs,

v.

Judge: Hon. Morris Stern, U.S.B.J.

BAYONNE/OMNI DEVELOPMENT,
L.L.C., a New Jersey limited liability
company; BAYONNE HEALTHCARE
DEVELOPMENT, L.L.C., an unregistered
entity; OMNI ASSET MANAGEMENT,
L.L.C., a New Jersey limited liability
company; ATE CONSULTING
COMPANY, a New Jersey corporation;
AVERY EISENREICH, individually and
trading as Bayonne Healthcare
Development, L.L.C.; JOHN AND JANE
DOES 1 through 10; and ABC CORPS. 1
through 10

Defendants.

**DECLARATION OF AVERY
EISENREICH**

1. I am a named defendant in this action. I have personal knowledge of the facts set forth herein. I submit this Declaration in support of the Defendants' within motion for summary judgment.

2. As reflected in my response to Plaintiff's subpoena for Rule 2004 examination – see letter of my attorney Richard B. Honig, Esq. dated February 12, 2009 attached hereto as Exhibit A – when I returned the signed October 21, 2005 pledge to BMC, I attached to it a copy of the October 21, 2005 letter from BMC CEO Robert H. Evans which stated “While Bayonne Medical Center regards a pledge as a promise, it is not legally binding....”

Dated: April 27 2011

By: 

Avery Eisenreich

EXHIBIT A

HELLRING LINDEMAN GOLDSTEIN & SIEGAL LLP

COUNSELLORS AT LAW

BERNARD HELLRING (1916-1991)
JOEL D. SIEGAL^A
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OF COUNSEL
PHILIP LINDEMAN II^A

^ANJ & NY

February 12, 2009

VIA FEDERAL EXPRESS

Stephen V. Falanga, Esq.
CONNELL FOLEY, LLP
85 Livingston Avenue
Roseland, NJ 07068

RE: Bayonne Medical Center
Case No. 07-15195 MS

Bayonne Healthcare Development LLC

Dear Mr. Falanga:

In response to your Subpoena for production of documents, I enclose copies of the following:

1. Contract of Sale, Bayonne Medical Center, Inc. to Bayonne/Omni Development, LLC dated August 24, 2006;
2. June 8, 2006 Resolution of Bayonne Medical Center, Inc. supporting Contract of Sale;
3. Lease Agreement dated August 24, 2006 Bayonne/Omni Development, LLC with Bayonne Medical Center, Inc.;

EXHIBIT A

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Stephen V. Falanga

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4. December 1, 2006 Time of the Essence Letter;
5. December 8, 2006 Closing Statement;
6. Lease Termination Agreement dated December 8, 2006;
7. Use and Occupancy Agreement dated December 8, 2006;
8. Affidavit of Title from Bayonne Medical Center, Inc. by Herman L. Brockman dated December 8, 2006;
9. Deed dated December 8, 2006 Bayonne Medical Center, Inc. to Bayonne/Omni Development, LLC; Deed of Easement Bayonne Medical Center, Inc. to Bayonne/Omni Development, LLC dated December 8, 2006; and December 8, 2006 Deed of Easement and Access Agreement;
10. Policy of Title Insurance - First American Title Insurance Co. in favor of Bayonne/Omni Development, LLC dated December 8, 2006;
11. Promissory Note dated June 22, 2006 - \$1 Million Dollars Bayonne Medical Center to ATE Consulting Co. (an affiliate of Omni);
12. June 22, 2006 Corporate Resolution of Bayonne Medical Center supporting the Promissory Note;

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13. October 14, 2005 Confidential Pledge Form by Bayonne Health Care Development, LLC (voided);

14. October 21, 2005 Confidential Pledge Form by Omni Asset Management, together with October 21, 2005 letter from Bayonne Medical Center assuring Omni Asset Management that the pledge "is not legally binding"; and

15. Confirmation request of Bayonne Medical Center auditors directed to Omni Asset Management and dated February 6, 2006 (no confirmation sought for the voided 10/14/05 Bayonne Health Care Development, LLC pledge) - Attached thereto March 15, 2006 e-mail from Carrie Evans to Avery Eisenreich referring to the pledge as "non-binding".

16. Certificate of Formation and Operating Agreement for Bayonne Health Care Development, LLC - No such entity was ever formed to our knowledge.

In order to clarify certain of the documents produced, please be advised that the pledge of October 21, 2005 by Omni Asset Management replaced the October 14, 2005 pledge of Bayonne Health Care Development, LLC, since Bayonne Health Care Development, LLC never formally existed. Moreover, the signature on the pledge is not that of Avery Eisenreich.

With respect to the June, 2006 loan, I have been advised that the loan was an independent transaction, separate and apart from the sale. The Debtor advised that it needed the loan to purchase another hospital and agreed to repay the loan by no later than December 31, 2006. The loan was satisfied on December 8, 2006 in the form of a credit to the purchaser as stated on the HUD closing statement.

HELLRING LINDEMAN GOLDSTEIN & SIEGAL LLP

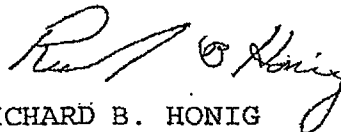
Stephen V. Falanga

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February 12, 2009

Once you have had an opportunity to review the enclosures, please feel free to call me to discuss the matter and if you intend to proceed with the oral deposition of Avery Eisenreich, we can discuss arranging for his appearance at a mutually convenient date.

Very truly yours,



RICHARD B. HONIG

RBH/bmj

Enclosures

cc: (VIA E-MAIL) Mr. Avery Eisenreich
Fred R. Gruen, Esq.

#14

Bayonne Medical Center

29th Street at Avenue E
Bayonne, New Jersey 07002

October 21, 2005

Mr. Avery Eisenreich
OMNI Asset Management, LLC
26 Journal Square
Jersey City, New Jersey 07306

Dear Mr. Eisenreich:

While Bayonne Medical Center regards a pledge as a promise, it is not legally binding. Bayonne Medical Center is dependent on the generosity and ability of its constituents to financially assist the Medical Center in bringing forth projects and programs; however, you are under no obligation to fulfill your pledge if your own personal financial circumstances change. While we hope that you will not experience any financial difficulties Bayonne Medical Center will work with you to accommodate unforeseen personal situations.

Thank you,


Robert H. Evans
President & CEO



CONFIDENTIAL PLEDGE FORM

I/We pledge an unrestricted gift to support the programs and services at Bayonne Medical Center.

The total pledge of \$ 5,000,000 will be paid over five years.

The pledge will be paid in (annual, semi-annual, quarterly or monthly) quarterly installments.

The first payment will be made on June 2006 (month/year)

☒ I/We wish to remain anonymous.

☐ I/We are interested in a naming opportunity and request the following: _____

This gift is in memory/honor of _____

Name: Omi Asset Management

Address: 26 Journal Sq. 16th Floor Phone: 201-246-9500

Signature: [Signature] Date: 10/24/05